



Milwaukee County

Department of Parks, Recreation and Culture

**Request for Proposal
for
Operation of a Concession Stand
at
North Point Snack Bar**

Proposal Due Date:

**February 8, 2007
1:00 p.m.**

Pre Proposal Site Tour:

**February 1, 2007 @ 1:00 p.m.
North Point Snack Bar**

Section 1 General

1.1 Invitation

Milwaukee County, Department of Parks, Recreation and Culture (Parks) is seeking a qualified Vendor to operate a food and beverage concession at the North Point Snack Bar, located on the shore of Lake Michigan at 2272 N. Lincoln Memorial Drive, Milwaukee. This Request for Proposal (RFP) is an invitation for qualified vendors to submit proposals to operate the concession on an exclusive basis for a contract period of one year (the 2007 summer season).

1.2 Receipt of Proposals

Each Vendor shall submit one original and three copies of its proposal. Proposals will be accepted until 1:00 p.m. on Thursday, February 8, 2007. Proposals must be submitted in a sealed envelope clearly marked on the outside and mailed or delivered to the following address:

Proposal for Operation of North Point Snack Bar
Milwaukee County Department of Parks, Recreation and Culture
Attn: El Schneider – Contract Services Officer
9480 W. Watertown Plank Road
Wauwatosa, WI 53226

Proposals received after the date and time stated shall not be considered and shall be returned unopened. Partial or incomplete proposals will be rejected.

The County may, at its sole discretion, change the Proposal deadline.

1.3 Questions Concerning the RFP

- A. Vendors requiring clarification or interpretation of the RFP shall make a written request, which shall be received by the Parks no later than 4:00 p.m., February 1. Questions may be sent by mail, or e-mail (preferred method) to:

El Schneider
Contract Services Officer
Department of Parks, Recreation and Culture
9480 W. Watertown Plank Road.
Wauwatosa, WI 53226
(414) 257-8017

e-mail: eschneider@milwcnty.com

- B. Written responses to all questions raised will posted on the Parks Department Website: <http://countyparks.com>

1.4 **Pre-proposal site inspection**

A pre-proposal site tour is scheduled for 1:00 p.m. on Thursday, February 1 at the North Point Snack Bar. Proposers wishing to inspect the site must call for an appointment.

Contact El Schneider, Contract Services Officer
(414) 257-8017
email: eschneider@milwcnty.com

Section 2

Project Scope and Specifications

2.1 Background

The Milwaukee County Department of Parks, Recreation and Culture operates a seasonal food and beverage snack concession stand known as the North Point Snack Bar on the shore of Lake Michigan at 2272 N. Lincoln Memorial Drive. The facility sells food and beverages (non-alcoholic) to the patrons on the beach. The facility is open seven days per week from approximately Memorial Day to Labor Day, weather permitting.

The Parks Department is seeking a qualified vendor to plan, manage, and operate the concession stand according to all terms and conditions listed in this Request for Proposal. For the privilege operating the concession, the Vendor will pay to the County a percentage of the gross receipts, which is defined as the total of all merchandise sales, less sales tax.

Vendor shall also pay the County \$250 per month for utilities for each month the concession is in operation. First and last months will be pro-rated based upon the number of days of operation.

Product sales for the past several years were as follows:

2002 = \$46,000
2003 = \$63,600
2004 = \$25,300
2005 = \$75,200
2006 = \$52,500

2.2 General Requirements

Any Award of Contract resulting in an Agreement between the County and the Vendor as a result of this Request for Proposal will be "exclusive" food and beverage at this site only. The County reserves the right to award a contract with one or more additional vendors to provide food and beverage and/or other concessionable items in other areas of the lakefront. The County also reserves the right to sell food and beverages during special promotions.

Vendor must comply with all applicable Federal, State, County, and local laws, as well as all regulations, ordinances, and codes related to the sale of food and beverages.

Vendor shall be responsible for all costs relating to the stocking, delivery, and advertising of all items sold.

Vendor shall provide and maintain throughout the term of this Agreement, insurance and indemnification in the types and amounts as indicated in Section 3.4 of this Request for Proposal.

Term: Any agreement written as a result of this Request for Quotation will be for a one-year period (2007 season). The operating season for sales will be approximately Memorial Day to Labor Day, 2007, but may be adjusted either longer or shorter due to weather conditions.

2.3 **Obligations of the Concessionaire**

- Provide high quality service satisfactory to the public and the Parks Department
- Meet all local health code requirements
- Obtain all necessary permits and licensing for the operation of a food and beverage concession in Milwaukee
- Mutually agree with the Director or designee the hours of operation and days of service
- Provide any equipment necessary for the proposed service that is not already provided by the Parks
- Reimburse the Parks Department for the first \$500 of repair expense to all equipment provided by Milwaukee County
- Reimburse the Parks Department for any repairs of the facility or equipment due to negligence of the Concessionaire or its employees
- Maintain all equipment and surroundings in a state of cleanliness and repair to prevent injuries to the public
- Provide an adequate number of uniformed employees with name badges
- Maintain adequate on-site supervision of all employees to ensure customer-oriented service
- Be responsible for keeping the facility and the immediate outside area free of trash and litter
- Be responsible for the cleanliness of the restroom during the hours of operation of the concession
- Operate as an independent contractor responsible for all applicable taxes, including sales tax and withholding tax
- By the 15th calendar day of each succeeding month, furnish a detailed monthly statement of receipt (format to be agreed upon) along with the commission payments to the Parks Department
- Provide and maintain insurance coverage as indicated in Section 3.4 of this Request for Proposal
- Provide all advertising and signage for the operation of the Concession
- Allow for inspection by the appropriate Parks management at all times
- Upon termination of the Agreement for any reason, remove all supplies and equipment from the premises within thirty days of the termination date and restore the facility to its pre-rental condition
- Comply with all current contracts in place at Parks facilities regarding sale of beverages (i.e. only Coca-Cola products allowed to be sold; no glass bottles or gum sales allowed)

2.4 **Obligations of the County Parks**

- Provide and maintain the existing buildings and equipment in a safe and clean condition
- Provide and pay for all existing utilities (electricity, water), with the Vendor to reimburse the County \$250 per month.
- Pick up and dispose of trash which is pre-bagged in Milwaukee County issued garbage bags
- Provide the necessary materials to clean and stock the restroom facilities
- Assist the vendor in obtaining discounted pricing for Coca-Cola products

Section 3. Proposal Terms

3.1 General Conditions

Interpretation of Documents. Each Vendor shall examine the location of the proposed service and all conditions affecting the work of providing the services requested in this RFP. If any Vendor is in doubt as to the true meaning of any portion of the documents, contract terms and conditions, or requires any additional information to prepare a response, a written request of interpretation shall be submitted to the contact listed in this RFP. Any interpretation of proposal documents will be made only by written addendum duly issued by the Parks. The County will not be responsible for any other explanations or interpretations of these documents.

Responsibility for Acquiring Information. Failure to examine any work sites, system requirements and specifications and instructions is at the Vendor's risk. Vendors are responsible for reviewing all terms and conditions of the RFP. The successful Vendor shall be required to incorporate this entire RFP and all attachments as a part of the final agreement. The County shall not be held responsible for omissions or errors made in the bid responses. The Vendor shall be fully responsible for conducting all surveys and research necessary to have a complete understanding of this RFP.

Vendors and their subcontractors must have at least two years of continuous experience in the ownership, management, and operation of a food and beverage concession. Each proposal will be reviewed for various criteria, such as Vendor's relevant experience and history.

3.2 Proposal Requirements

All Proposal Submittals (Attachments A-D) shall be completed and returned with your proposal including any or all supporting documentation. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, color displays, and promotional materials are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and clarity of content.

Vendor shall respond to all questions in Section 4.0 Proposal Submittals as thoroughly as possible. Responses shall fully describe the Vendor's operational capabilities, the proposed services, and any other pertinent information. Any omission or deviation can be cause for the rejection of the entire proposal. Additional supporting documentation must reference the section and paragraph of the question(s) for which the answer is being provided. Provide a separate attachment wherever indicated in the Proposal Submittals. All attachments shall be organized chronologically, labeled clearly and submitted in a fastened format.

No oral, fax, or telephone proposals will be accepted. All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal shall be the sole responsibility of the Vendor. This includes charges for delivery, insurance, license fees, permits, preparation costs, and any other costs.

All proposals submitted shall be valid for a minimum period of ninety (90) days after the date of the proposal opening.

3.3 Conflict of Interest

The proposer certifies that to the best of their knowledge no employee of the County, nor any member thereof, nor any public agency or official affected by any agreement that results from this RFP, has any pecuniary interest in the business of the proposer, and that no person associated with the proposer has any interest that would conflict in any manner with the performance of the agreement.

County Ordinance 9.05 (2) (1) applies:

"No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by Section 9.15 unless an acceptance by an elected official would conflict with this section."

3.4 Insurance

Vendor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from employees. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including Employers Liability, and Business Insurance covering general liability and automobile coverage in the following minimum amounts:

<u>Workers Compensation (WI)</u> or Proof of All States Coverage Employers Liability	<u>Statutory</u> \$100,000/500,000/100,000
<u>Comprehensive General Liability</u> Bodily Injury & Property Damage (Incl. Personal Injury, Fire Legal & Contractual & Products/ Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
<u>Automobile Liability</u> All Autos and/or Non-Owned Bodily Injury & Property Damage	\$1,000,000 per Accident

Evidence of self-insurance financing such as an Irrevocable Letter of Credit, non-cancelable bond, or some other security deposit can be substituted for the Automobile Liability coverage stated above.

County shall be named as additional Insured, as its interests may appear, and be afforded a thirty day (30) written notice of cancellation or non-renewal. A certificate indicating the above coverages shall be submitted for review and approval by County for the duration of this Agreement. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.

3.5 **Regulations**

Regulatory Requirements. The proposed services shall meet all current, pending and future regulatory requirements of all authorities having jurisdiction over its design, construction and operation, including the Federal, State and local laws and statutes including the County of Milwaukee or any local municipality in which the service is located.

Public Accommodations Laws. The Vendor shall fully comply with all applicable laws, regulations, and building codes governing non-discrimination in public accommodations and commercial facilities, including without limitation, the requirements of the Americans with Disabilities Act and all regulations thereunder.

No contract shall be awarded to any person, firm, joint venture, or corporation that is in arrears or is in default to the County upon any debt or contract or that is a defaulter as surety or otherwise upon any obligation to the County.

Section 4

Submission Requirements

4.1 Organization of Proposal

To expedite the evaluation of proposals, each Proposer MUST organize its proposal as described below. Proposals, which do not follow the specified format outlined below, may be deemed unresponsive and disqualified from the selection process. In addition, failure on the part of the Proposer to provide the required documentation may be cause for rejection of the proposal.

- A. Business information and experience questionnaire (Attachment A)
- B. Financial Offer (Attachment B)
- C. Exceptions (Attachment C)
- D. Suggested Products for Sale (Attachment D)

4.2 Evaluation Criteria

All properly completed proposals will be reviewed by a selection committee who shall make a recommendation to the Director of Milwaukee County Parks, Recreation and Culture Director for award of contract.

In seeking the best and highest quality of services, the following criteria shall be considered in the proposal evaluations. No one criteria or combination of criteria will be controlling in the selection process.

- | | |
|---|-----|
| A. Qualifications and experience of the vendor in providing food and beverage concessions | 50% |
| B. Quality of products and reasonableness of pricing | 25% |
| C. Percentage of revenue to the County | 25% |

The County reserves the right to waive any or all irregularities in the RFP process; to reject any or all proposals if it deems such to be in the best interest of the County and the general public; or to Cancel this RFP at any time for any reason without making an award if it deems such to be in the best interest of the County and the general public.

North Point Beach Concession Building

Work room	- 350 sq ft	Men's room (inside)	- 20 sq ft
Storage room	- 290 sq ft	Women's room (inside)	- 20 sq ft
Office	- 100 sq ft	Men' room (outside)	- 162 sq ft
Heating room	- 105 sq ft	Women's room (outside)	- 162 sq ft

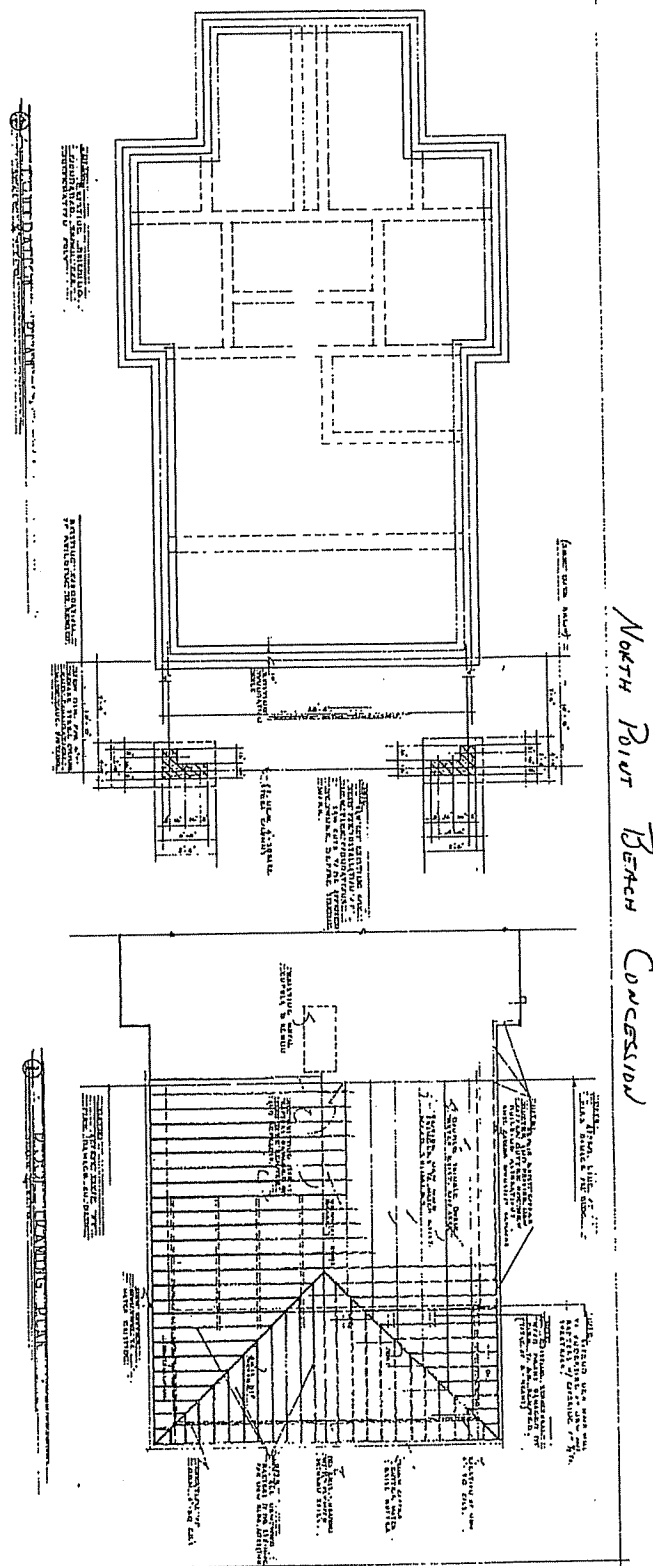
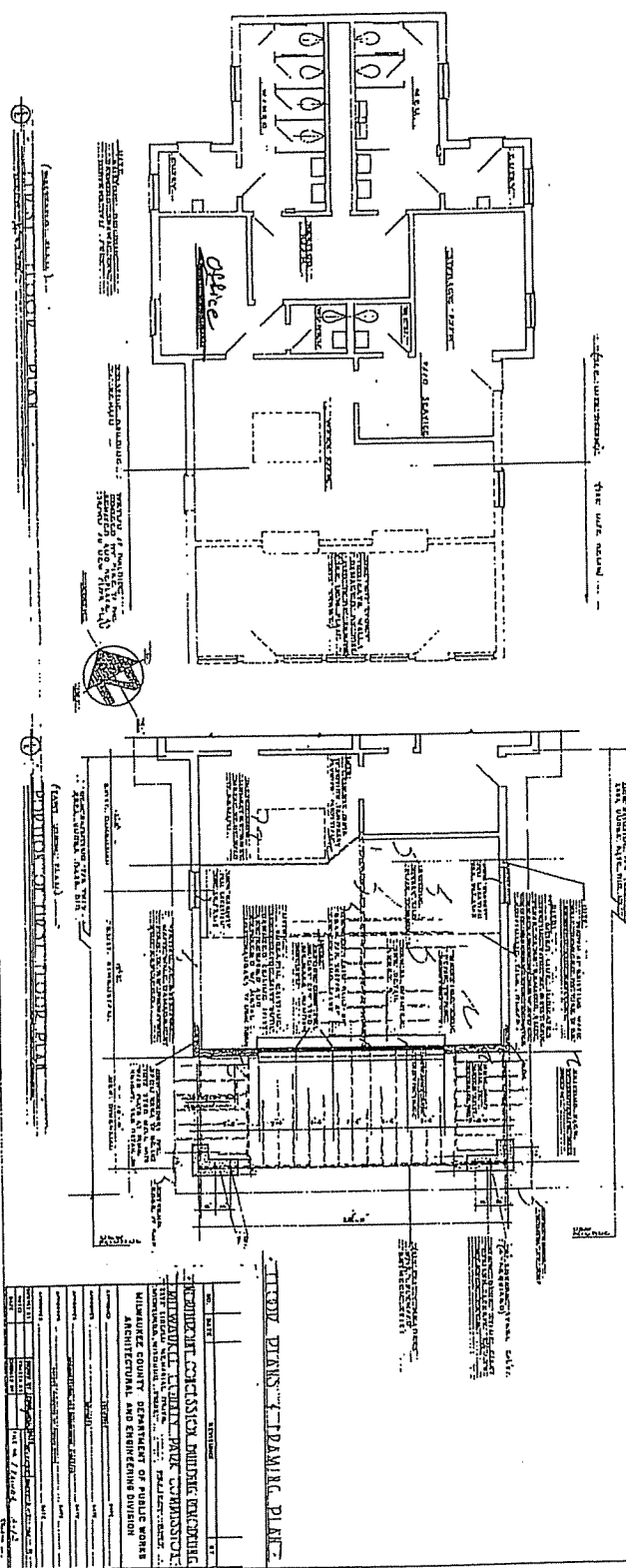


Exhibit # 2

NORTHPOINT INVENTORY

<u>ITEM</u>	<u>SERIAL NUMBER</u>	<u>MODEL #</u>
Time Clock		
Yellow Mop Bucket		
Safe	57787	
Desk and Chair		
Two Drawer Filing Cabinet		
Fry Master Fryer	92041A0062	MJH50SC
Grill		
True Freezer	1-2429833	T-3571886
2 Knight Steel Tables w/2 outlets		
Hampton Bay Window Air Cond	AM7165440030	
Ambassador Popcorn Popper	652261	57020
Stainless Steel Table 2 shelves		
Coke Fountain Machine	ASSC-01154	SCA1522\
Coke Fountain Machine	ASC 18742	900-5 Coke(54685)
Coke Cooler 2 Door	1-3281242	GDM-45
Hometown Ice Bunker	4267-0	
IBERA Chest Freezer	874645052	TN646
IBERA Chest Freezer	874644604	TN636
Chase Walk-in Cooler		
True 2 Door Refrigerator	1-2659887	T-49
Stainless Steel Shelf (Nextel)		
3 Fry Baskets		

ATTACHMENT A
BUSINESS INFORMATION
and
EXPERIENCE QUESTIONNAIRE

1. What is the full legal name of your company?

2. What is the organizational structure of the company?

- ☐ Corporation
- ☐ Partnership
- ☐ Joint Venture
- ☐ Sole Proprietorship

a. If a corporation, list the state of incorporation and the names of all persons or entities owning 25 percent or more of the Proposer's voting stock.

b. If a partnership, list all partners.

c. If a joint venture, list the percentage of ownership and management for each party.

d. If a sole proprietorship, list all business names under which such individual has done business during the last five years.

3. What is the business address and telephone number of the company?

4. List the primary contact persons for this contract including phone numbers and email addresses.

5. List a minimum of two bank references. Provide contact names, titles, and phone numbers.

6. Proposer stability includes the financial strength as well as the stability of the company in terms of years in business, number of employees, local office, prior experience, and history of the company.

- a. State the number of years your company has operated a food and beverage concession

- b. Number of employees at the location which will service this Agreement _____

- c. Provide the name, location, and date of any of your company's concession agreements or leases that have been terminated within the past three (3) years, either voluntarily or involuntarily, prior to the expiration of their term. List any judgments terminating, or any pending lawsuits for the termination of, any concession agreement operated by your company within the past three (3) years.

- d. The Vendor must provide the following applicable financial information as an attachment to the proposal response. Failure to submit this information may result in immediate disqualification. A financial statement may be consolidated with that of a subsidiary or parent corporation as the case may be, but if consolidated with a parent corporation, the financial statement of the subsidiary shall be separately attested. A personal financial statement of an officer of a corporation shall not satisfy this requirement.

- i. Public Corporations - Last annual report.
- ii. Private Corporations - CPA-prepared financial statements for the previous year.
- iii. Partnerships/Individuals - Completed IRS tax returns for the previous year.

- e. Have charges of unfair or deceptive or anti-competitive business practices, or of fraud, criminal conduct, or civil or criminal antitrust violation, ever been brought against your company, any partner or principal owner of your company, or any director of or officer employed by your company?

- ☐ Yes
- ☐ No

If yes, provide as a separate attachment, a description of all such charges.

- f. Has Proposer ever had any judgment or filing of bankruptcy or any other insolvency statute or any appointment of a receiver, trustee, or liquidator of all or substantially all of your company's assets or any other partner or principal owner of your company?

- ☐ Yes
- ☐ No

If yes, provide as a separate attachment, a description of all such judgments.

ATTACHMENT B
FINANCIAL OFFER

1. Financial Offer

If selected, Proposer shall pay the County the following for the term of the Agreement:

Sale of food and beverages - Percentage of Gross Revenue*

_____ % of gross revenue - Minimum 15%

**"Gross Revenue" is defined as all sales of all food and beverage or other merchandise, less sales tax. Deductions for client non-payments, or bad-debt expenses are not allowed.*

ATTACHMENT C

EXCEPTIONS

If the Proposer takes exception or requires clarification on any points of the RFP before signing an agreement with the County, please list items on a separate sheet. With each exception, please state your proposed wording. All are subject to the discretion and approval of the County. Therefore, should the Proposer and the County be unable to resolve any exceptions to the mutual satisfaction of both parties, the County reserves the right to reject the Proposer's proposal from any further consideration.

1. If no exceptions are listed, the undersigned agrees to all terms and conditions contained in this entire document, including all appendices and drawings.
If exceptions are listed, the undersigned agrees to all terms and conditions contained in this entire document, with those noted exceptions.
2. Exceptions attached? ☐ Yes
☐ No

ATTACHMENT D

SUGGESTED FOOD AND BEVERAGE ITEMS

List below the top 15 products you envision selling at North Point Snack Bar including suggested retail price. Please include size and weight of products in ounces.

<u>Item Description</u>	<u>Suggested Price</u>
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____
11. _____	\$ _____
12. _____	\$ _____
13. _____	\$ _____
14. _____	\$ _____
15. _____	\$ _____